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MEMORANDUM OF FACTS

RELATING TO THE

MILDENHALL

SAVINGS BANK.

BY COLONEL ANGERSTEIN.

LONDON;

NORMAN AND SKEEN, MAIDEN LANE.

1838.

INTRODUCTION.

A COPY of the following letter was sent to the Editor of the *Bury Post* for insertion in his Weekly Journal; another copy being at the same time forwarded to Sir Henry Bunbury, Chairman of the last Meeting of the late Mildenhall Savings Bank Trustees and Managers, as well as one to the Depositors, at and in the neighbourhood of Brandon.

The Editor of the *Bury Post*, however, upon this occasion, declined doing as he had kindly, and with great public spirit, done by one or two of the writer's letters before, giving it a place in his Journal, except as an advertisement, in which form the writer was apprehensive it might be overlooked, or its subject matter disregarded; at all events, not treated with the same attention as it may be in its present form.

He publishes it therefore in the form of a Pamphlet with certain alterations and additions, which in the course of re-writing it he thought advisable. He publishes likewise with it, an able recital of all the facts of the case, and the opinions of legal authorities, from the pen of a gentleman learned in the law, who was employed in the business of the Mildenhall Savings Bank, to which Document he more especially invites public attention.

LETTER,

&c.

SIR,

I HAVE just received your last number, in which I find a Report of the Proceedings at the last Meeting of the Trustees and Managers of the late Mildenhall Savings Bank.

Sir Henry Bunbury in the chair.

In a note appended to the list of subscriptions I find these words:

"The demands of the Bank amount to about £1500., *the capital, be it added, which had been invested in the Bank up to the time of its failure,* from which are to be deducted two sums, one of £90. 6*s.* 1*d.* and the other of £20. entrusted to the Clerk in direct violation of the rules contained in the Depositors books," &c.

It is this observation, Sir, which has again raised my indignation, and induces me again to come forward to advocate the rights of the poor Depositors, my neighbours, who, *be it recollected, in the first instance, applied to me for advice as to a redress of their grievances.*

My first object was to endeavour to get the Trustees and Managers to meet, feeling confident that, as gentlemen, when they again took the claims of the Depositors into consideration, they would honourably satisfy them in full. The Meetings were from time to time adjourned after my first application. But not wishing to appear to drive them to a settlement of the claims, which should have been a spontaneous act of their own, I have been silent until now, that they have published their ultimatum!

In the advertisement in your paper, Sir, in which we find this ultimatum, the Trustees and Managers take upon themselves to debar the claims of certain Depositors, who have not, as they say, conformed to the rules by them established. But before entering upon these disputed cases, it will be well to ask if these subscriptions advertised are *even* to fulfil the expectations and long repressed yet anxious hopes of such Depositors as *have* attended to *all* the rules propounded by the Trustees and Managers at the outset.

By no means.

It is with equal surprise and pain, that I find that the sums subscribed by the Trustees and Managers, both of whom are equally responsible in point of law, *the Trustees far more so morally and in point of honour*, are not sufficient to meet *even* the *admitted* claims.

They (the Trustees, &c.) offer to the wretched

Depositors *a Bankrupt Dividend of eighteen shillings in the pound!* as they call it, though in point of fact it is little more than *nine shillings in the pound,* since during the years the money has been due, the sum would have *nearly doubled.* They decline to pay *even* the paltry sum of *one hundred and forty pounds,* which is wanting to make up the principal, fourteen hundred and seventy pounds, *which they admit to be due under their own regulations.*

Thus they scatter to the winds the just claim of a part of the principal and the whole of the interest due to their much injured dependants.

There can be but one opinion in all unprejudiced minds, that the gentlemen who gave rise to the institution, *originated the Bank!* and inviting the people to invest their money in it, upon their *security*—(see the prospectus put forth by them)—appointed their own Agent to manage it, have rendered themselves *morally* and (I have no hesitation in adding,) *legally responsible for the acts of that Agent.*

That the Trustees have themselves taken this view of the case is obvious by the latter part of the advertisement, in the note appended, in which they debar the claims of certain persons, who had paid two sums, one of £90. 6*s.* 1*d.*, and the other of £20. to the Clerk, in a manner, as they assert, contrary to their instructions entered in the books of the Depositors.

The setting aside by the Trustees and Managers

the claims of certain Depositors for having departed from the regulations, is a virtual and irrefutable acknowledgment of the justice of the claims of all those Depositors who have complied with the regulations in question.

Thus has been registered, even by themselves, in indelible characters, "The justice" of the claims of most of the Depositors.*

Now as to the exceptions taken, and as I must say most *ungenerously* taken, to the claims of those who did not pay their money into the hands of the Clerk at the appointed place, or at fitting times; and which, as has been shewn, proves that the Trustees feel that the other Depositors who *did* attend to all the rules, are entitled to a full reimbursement (not of the principal, £1470. alone, but of the interest) of that sum, so long withheld by those gentlemen, who had pledged themselves, as Trustees, for the security of it.

I say the exception is most ungenerously,—not to say unjustly—taken, when it is considered who it was that in all probability suggested their so paying their money at *odd times*—the very man whom they had *confidentially appointed*, and who was the defaulter to the Bank, and who, had the Trustees and Managers been at the stated, and (*by them*) appointed times at their post, could not have made it appear, even to the poor ignorant persons with whom he had to deal, as he doubtless did

* Of all the Depositors but two, I believe.

make it appear to them *a matter of indifference!—of no consequence !*—whether they paid their money to him at the office, *he being the only person there to receive it,* or at the public-house, or other place where they chanced to meet him.

Sir, their own confidential Clerk, their own servant---more particularly (as I have every reason to believe) the dependant and protegé of the Chairman of the late Meeting, Sir Henry Bunbury, who then lived at Mildenhall, caused the infraction of this their rule ; and is not Sir Henry Bunbury ? I appeal to him—I appeal to each of the Trustees surviving—Messrs. Newton and Waddington. Is not *he?* are *they* not all ? each and all responsible for the man with whose appointment the Depositors had absolutely nothing to do ; but they and Sir Henry Bunbury more particularly, every thing ?

And yet Sir Henry Bunbury (as Chairman *he* is responsible for it), appends a note to the public advertisement, which he signs with his name, reprehending these poor Depositors for their having so paid their money, and *mulcting* them of their rights, thus attaching a penalty to their conduct, which in truth was caused by his and their neglect (the neglect of the Trustees and Managers) and the crafty and felonious intentions and acts of their approved servant, in whom, be it added, as *they* publicly placed confidence, was it not natural that the persons who had money to invest, and

they poor and ignorant, should place confidence? Moreover, such was their confidence in this man, that they neglected the precaution which by their own rules they were bound to take, of requiring sureties for his good conduct.---Sureties which were taken by persons who employed him in another capacity, and which in that case proved available. Further, it is a well-known fact that some time previous to Gill's (the Clerk's) absconding, his habits of life had excited attention, particularly in and about Mildenhall; and it was so litttle understood how he could live as he did, that suspicions were awakened in more minds than one as to whence the money came which he was spending; insomuch, that some of those who had undertaken responsibility, actually contemplated withdrawing from it, from the apprehension that all was not going right at the Bank; and yet no meeting was called to take into consideration the affairs of the Bank, nor was any attempt made on the part of the Trustees and Managers to stay the bolt. It fell—Gill went away—was taken—was indicted for the offence at the Bury Summer Assizes for 1825, by and at the expense of the *Trustees alone!* and sentenced to fourteen years transportation.

And here be it added, that the *Counsel for the Prosecution* stated on the trial, *that the Trustees would pay the Depositors to the last farthing.* The Counsel could not have done this without *the authority of the Trustees. An authority* which Sir Henry

Bunbury took upon himself *personally*—no doubt with the concurrence of some, if not all of his *co-Trustees*, when he acted as Chairman, at a Meeting of the Trustees and Managers, held at Mildenhall, just prior to the trial abovementioned. Upon which occasion, he said, addressing the Managers—"*Gentlemen, I am sorry to inform you that your functions as Managers have ceased, and ours as Trustees, I fear, begin;*" or words to that effect.

This opinion of theirs (the Trustees) *sole* responsibility to the Depositors, is confirmed by the fact, that, in a former instance of loss to the Bank, of £50., by failure of the Treasurers, Messrs. Willet's, in 1822—the *Trustees alone* made up the deficiency without hesitation, and without any expression of doubt as to their liability.—See a further account in the Memorandum.)

Previous to the recital of these last facts, Sir, I have argued the case on the premises fixed by the Trustees: as regards those Depositors who conformed to their rules; and I have noticed the case of the Non-conformists, and, I hope, fairly; as I trust and believe, indeed, it will be admitted, by all unprejudiced persons, who, I am satisfied, will go along with me in thinking, that the *Trustees have no right under the circumstances—when duly considered*—to *mulct* the Depositors of the sums £90. 6*s.* 1*d.* and £20.; and that, at all events, if the legal right be debarred by the non-conforming of those poor and ignorant persons with the exact

letter of the regulations; the *moral right*, which, to *honourable* minds, is equally binding, still remains *unimpaired* and *absolute*.

One word to the Depositors.—The Trustees, it is my belief, I take my opinion from Mr. James Parke, (now Sir James Parke—one of the Barons of the Exchequer)—*are alone responsible to the Depositors*. The Depositors must look to them alone for redress! They, the Trustees, the first men in our division of the county,* not only lent their names, but actually published a Prospectus, inviting the People to invest their money in the Bank, which they assured them in that Prospectus, was safe—under pledge of their responsibility as Trustees—"*safe as the Bank of England*."

In case this should be doubted, I beg you will have printed in this letter, and inserted *in this place*, the following further extracts from the Prospectus, which, as aforesaid, they put forth.

It was headed thus—

"A Bank for Savings will be soon established at Mildenhall, under the management of the principal Gentlemen residing in this neighbourhood."

And the two first paragraphs were to this effect:

"This Bank is intended for the *benefit* of industrious persons of both sexes; in order that they may have a *secure* place to lay by such money as

* "The principal Gentlemen residing in the neighbourhood."—(See Prospectus.)

they can save; and *that they may receive interest upon it at the rate of* 4 *per cent.*

" *The security is the best that can be found, being that of the Nation itself;* and the Gentlemen who will undertake to act as Trustees and Managers, will take *care* that the money which may be deposited in the Bank, is *applied faithfully to the benefit of the person* who deposits it."

The names of the Trustees and Managers, which in another paragraph in this Prospectus, they promised should be appended to, or have a place in the Book of Rules, to be given to each Depositor, were not inserted in these Books—why and wherefore I know not.

The names of the Trustees and Managers, were, however, as follows.

TRUSTEES.

Sir Henry Bunbury, (also Manager) Barton Court, near Bury.

H. S. Waddington, Esq., (also Manager) Caversham Hall, near Mildenhall.

William Newton, Esq., (also Manager) Elvedon Hall, near Thetford.

Robert Eagle, Esq. (also Manager) Lakenheath Hall—Dead.

Sir Charles Bunbury, Mildenhall—Dead.

Edward Gwilt, Esq.—Dead.

—— *Swale, Esq.* Mildenhall—Dead.

Samuel Mure, Esq. Herringswell—Dead.

MANAGERS.

Rev. H. Hales, Hillington, near Lynn.
,, D. Gwilt, Icklingham, near Mildenhall.
,, T. Bull, Elvedon, near Thetford.
,, E. Evans, Eriswell, near Mildenhall,
,, W. Parsons, Brandon.
,, W. Bassett, Nether Hall, near Bury.
,, H. Phillips, Whalnetham, near Bury.
John Gwilt, Esq. Icklingham, near Mildenhall.
Mr. Stuteville Isaacson, Mildenhall.
,, Wotton Isaacson, Mildenhall.
,, Joseph Tabbs, Mildenhall.
,, Phillip Fuller, Barton Mills.
,, S. Ellington, Barton Mills.
,, Shepperson, Brandon.
,, Wing, Caversham, near Mildenhall.
,, Cooper, Worlington, near Mildenhall,
,, John Tabb, Herringswell, near Mildenhall.
,, William Godfrey, Esq. Kennett, near Newmarket.
,, *Andrews*, Mildenhall—Dead.
,, *Payne*, Tuddenham—Dead.
,, *Stutter*, Risby, near Bury—Dead.

After thus reciting the names of the Trustees and Managers, many of whom, as is observable, are dead, and some of whose heirs and representatives have come forward *most honourably* to pay their quota,—I must express my belief from all I can gather from lawyers and others, an opinion differing in some degree from that I formerly expressed in one

of my letters to you, Sir. It is, that with the Managers the Depositors have positively nothing to do.

The Trustees, after making good the money to the Depositors, both principal and interest, and with less, I do assure the Depositors, that, if I was one, I would not be satisfied; *may elicit — and justly!* from the Managers, for their *mis-management*, or *no-management* a part of the sums they have paid— *but that is no concern of the Depositors!*

The Trustees, I repeat, and if I am asked why I thus, presumptuously—it may be said—make known my opinion, it is,— because the Gentlemen, who were appointed Arbitrators (for what reason I know not) have withheld a public expression of theirs.

The Trustees, I say, are *primarily and solely* answerable, not in part, but altogether to the Depositors for the *Capital they invested, and for the Interest accruing during the long lapse of time that they* (*the Trustees*) *have withheld payment of their money;* and I strongly advise the Depositors, however pressed by persons or circumstances they may be, to decline the money offered—the paltry eighteen shillings (which is in fact only nine shillings in the pound, reckoning the Interest withheld) even if it be so much! that they are to get; and to trust to the effect of public opinion upon these Gentlemen, who seem to be so insensible at this moment to the opinion which will be formed of their proposed measure of Justice and Equity.

Sir Henry Bunbury and Mr. Newton have each admitted, one in a private letter to myself, and the other publicly in the Bury Post, that the Mildenhall Savings Bank was most a *disreputable* business. And I have not the slightest doubt that the other surviving Trustee, Mr. Waddington, M. P. will be equally willing to admit it to be so; and yet they satisfy themselves with a settlement upon the above terms.

In conclusion, I must again appeal to those Gentlemen, Sir Henry Bunbury and Messrs. Waddington and Newton, and ask them—

Is it to be in the County of Suffolk only, and in our neighbourhood, that the poor are to be denied their rights, because they are poor, and cannot find advocates in a Court of Law without risking a larger sum than they could gain by gaining their cause?

I can cite many instances in other counties of failures of Savings Banks from various causes. Neglect, mis-management, roguery, (as in this instance, combined with neglect and mis-management) but, thank God, the general spirit of our Aristocracy throughout England is better than in our neighbourhood!

The monies were paid immediately.

By whom?

The Managers of the Institutions—generally parsons—poor men?

By no means.

By those, who, as in this case of the Mildenhall

Savings Bank, guaranteed by their high name, and honoured pledge, the safety of the Banks.

The Trustees!—the rich and high in station, and in honour.

In the County of Hertford, at Market Rasen, in Lincolnshire, at Bangor, Swindon, and in Dublin, the Trustees and Gentlemen hesitated not to discharge every legal and moral claim: although the deficit was to be numbered by thousands instead of a few miserable hundreds of pounds as in the case of Mildenhall, where the share of each Trustee, six being alive at the time of the failure, had they at once come forward, would not have amounted to more than £225.

Such has been the conduct of the Aristocracy of England generally in upholding their word and pledge; and therefore do they continue to hold up their heads high in the land!

It was indifference, Gentlemen.---Trustees of the Mildenhall Savings Bank, it was indifference,—be it remembered by you,—indifference to the feelings and neglect of the rights of the poor and dependent by the Aristocracy of France, that brought about, more than any one other cause, (see Thiers, Mignet, and others,) that bloody Revolution which bowed many heads upon the block, and scattered its noble families over the face of Europe,—a Revolution that found justification in the eyes of the just and the considerate, (although they might deplore its

excesses,) from the fact that *injustice* and *oppression* had caused it.

Thank God! I must repeat the praise to Him, —thank God, our Aristocracy generally deserve not such a retribution. *Injustice, and a want of sense of what is due to those who are inferior in power, wealth, and intelligence,* (at all events, where either would involve a loss of character,) is *not general in this land.*

Let it not be said, then, Gentlemen of the County of Suffolk, that in our peaceful, agricultural, but poorly populated and poor neighbourhood, the high in station, the rich,—because feeling, or fancying, that they can do so with impunity,—*deny justice to the poor,* and thus sow the seeds of an enmity, and engender a spirit of exasperation among the lower classes, which, once roused, may not be so easily allayed,—and which might excuse, though it might not justify, acts of violence and retribution. I call upon you, Gentlemen, severally, to do justice to your station!—to yourselves!—to your country! to whom you owe an acknowledgment of *the justice of this case,* as well as to these poor people *who claim it* at your hands.

I take leave of you, Mr. Editor, with repeated acknowledgments of your public spirit in publishing my former letters, and excusing myself (if excuse be necessary) for troubling you with this, on the ground that, as Messrs. Wm. Gurdon and

Byles have not made any public award as Arbitrators, I conceived myself called upon, as the former advocate of the claims of these poor people, to make *public my* opinion upon the award made by the Trustees at their last meeting, and published, as I understood, actually for approval by the public.

Indeed, I have reason to believe, that they expected a vote of thanks from the Depositors.

Admirable modesty!

But I can tell the Trustees, that although many poor Depositors (if not all), may have surrendered their books from necessity, and anxiety to grasp what they could after their long waiting for a settlement of their claims, they are not disposed to gratify the preposterous expectations which the Trustees seem (from all I have heard) to have entertained.

J. J. W. ANGERSTEIN,
Capt. Gr. Guards, & Lieut. Colonel.

To the Editor of the Bury Post.

APPENDIX.

The Prospectus alluded to was issued in 1818: that it was intended and calculated to gain the confidence of the lower classes, by offering, as a guarantee for the safety of their deposits, the property and position in society of the Gentlemen whose names were attached to it, will scarcely be denied—let those who doubt this ask themselves what would have been the probable success of a similar document signed by a like number of small farmers and operative artizans?

The Bank was finally established, and its Rules agreed on at a Meeting held at Mildenhall, on the 20th April, 1818.

At the foot of the Rules was added a table, showing the great advantages that would be derived by the Depositors from the accumulation of the interest.

The Depositors are blamed, and some of them mulcted, for not having obeyed these rules; the answer is, that they confided in the *character* of the Trustees, and that men in the class of these Depositors cannot in fairness be expected to understand and act upon rules which many of them could not read, and of which those who could read, would not easily seize the spirit and import: it would never have occurred to them that those rules contained a hidden defeazance of the guarantee already given, and on which they implicitly relied; it may be added, that these rules are framed with so much

obscurity, that very eminent Counsel have felt extreme difficulty in giving them any definite meaning.

Messrs. Willett, the original Treasurers of the Institution, failed in 1822; a deficit of £50. occasioned by this failure, was immediately made good by the Trustees; the guarantee which had been given, being thus acted upon, naturally increased the confidence of the Depositors.

In 1826 one of the Managers laid a statement of the case before Sir Robert Peel, who directed the opinions of the law Officers of the Crown to be taken upon it; that opinion left the nature of the remedy to be adopted so doubtful, that the Government declined taking any steps; a very strong opinion, however, was expressed at the Home Office as to the merits of the case, and the conduct of the parties.

Before Amos Crisp commenced his action in 1828, in order to preclude the Trustees from setting up as a defence to it, that the case fell within their 17th Rule, and ought to have been left to arbitration, that Rule was carefully acted upon, so far as the Depositor alone could act upon it; that is to say, he appointed an Arbitrator, gave notice of the appointment to every Trustee and Manager, and called upon them to do the like; the Trustees and Managers, however, (one Trustee and three Managers excepted, who could not act without the concurrence of one other Manager) wholly disregarded the application, so as to render it impracticable for the Plaintiff to avail himself of the operation of the rule.

The action being brought, the Trustees set up as a defence to it, that the case was one for arbitration, and that the Court had no jurisdiction.

The Court took above a year to consider their judgment, and at length most reluctantly yielded

to the argument, and gave judgment in favour of the Trustees; that judgment, however, concluded with this remarkable sentence.

"We can only express our surprise and regret that the Defendants, who set up this as a ground of defence, did not act upon it when the Plaintiff appointed an arbitrator on his part! at present, however, there must be judgment for the Defendants."

That this sentence may lose none of its weight, it is proper to observe, that in the solemn Judgments of the Courts at Westminster such an observation is a most unusual occurrence; the Judges, and the learned Chief Justice who delivered this decision in particular, cautiously abstain from any comment on the moral conduct of the parties,—the legal merits of the question at issue are the only topics usually dealt with by the Courts.

And to prove the animus of the Defendant, Sir Henry Bunbury, it must be added, that—

"During the progress of the action brought by A. Crisp, an application was made by his attorney to Mr. Wayman, the then attorney for the Trustees, *to admit* certain parts of the *technical proof* required to support the action, such as that the rules of the Institution had been duly filed with the Clerk of the Peace, and that a printed copy might be used at the trial, &c. &c. Applications of this nature, of which the sole object is to save expense, are very common, and *are invariably acceded to where the parties really wish the case to be tried fairly and upon its merits.* In this instance, however, it was *harshly* refused; Mr. Wayman at the same time observing, that he was *instructed to oppose the action by every means he could devise.*"

It need scarcely be added, that Mr. Wayman acted up to his instructions, and so successfully, as to double, or nearly so, the costs of the poor Plaintiff.

Soon after this decision was given, Mr. E. Isaacson, the attorney of Sir Henry Bunbury, applied to a barrister, who had occasionally advised the Depositors, to request him to draw up a form of arbitration between the Trustees and Managers, in order to determine their respective liabilities; and also a form of arbitration between the Trustees and the Depositors, for the sole purpose, as the barrister understood, of ascertaining the amounts to which they were respectively entitled. Mr. S. Isaacson stated, that much regret was felt by the Trustees at what had passed; that they resolved the Depositors should be paid without further trouble, and that the business would speedily be settled. Mr. S. Isaacson even requested this barrister to be the arbitrator, which he declined, on the ground of the strong opinions he had already given on the question; he, however, prepared the forms of arbitration and delivered them to Mr. S. Isaacson, who expressed himself satisfied with them: it is scarcely necessary to add, that, for some reason or other, they were never acted on.

The Depositors having placed the fullest confidence in the assurance thus given them by Sir H. Bunbury's solicitor, a considerable time elapsed without any further step being taken.

Weary of the delay, John Brett, in December, 1835, by the advice of counsel, appointed Mr. Byles, a barrister on the Norfolk Circuit, to be the arbitrator on his part, and gave written notice of the appointment to every Trustee and Manager then alive and resident in England.

To these notices no answer whatever was returned, and at length an application was made in 1836 to the Court of King's Bench for a mandamus to compel the Trustees to appoint an Arbitrator.

A rule for this purpose was granted by the Court;

the Trustees shewed cause against it, and, to the no small astonishment of all who were acquainted with the history of the proceedings, they set up a defence that the case was not a case for arbitration, but that it ought to have been made the subject of an action !

The argument thus urged had some weight with one of the Judges, and the Court in consequence deferred their decision, which was not given until the month of May, in 1837.

The Trustees are left to reconcile, as they best may, such conduct as this, with those principles of manly, honourable, and straightforward dealing, on the observance of which the respect and consideration they claim for their station as Gentlemen entirely depends.

The Writ of Mandamus being issued, the Trustees might have made a return to it, alleging they were not liable, or that the Managers were liable, together with them or any other argument that they might have conceived available, but thinking probably that public opinion would no longer be trifled with, and it having been announced that if the parties were again baffled in a court of law, the matter would be brought before Parliament, the Trustees yielded to the necessity of the case, and appointed an Arbitrator.

The Arbitrators, however, thus at length appointed, were never called upon to act ; for the Trustees, being no doubt advised that the preliminary question of the jurisdiction of the tribunal being finally determined, the majority of the cases, at least, must be decided against them, as there could be no defence on the merits, made and promoted a subscription which has ended in producing a sum sufficient to make a discreditable compromise with claimants too needy and feeble to insist on a full measure of justice.

By thus yielding to the mandamus and waiving the proceedings before the Arbitrators, the Trustees have indisputably admitted their liability,—already indeed sufficiently admitted by various acts pregnant with that inference, and particularly as regards some of them, by their declared readiness to pay their quota; now if the Depositors are entitled to any part of their demands, they must be entitled to the whole, and to the interest as clearly as to the principal; but if the Trustees were sincere in their professions of willingness to contribute their quota (and the contrary is not to be assumed) they should have deposited and invested that quota so soon as the question of liability was mooted, and have left it to accumulate until the question was decided, which, had no unjustifiable means of delay been adopted, might have been settled in less than six weeks; the money, however, having remained in their pockets, they have derived the benefit of it, and should now pay the interest as readily as they profess they were originally prepared to pay the principal.

The question of liability as between the Trustees and Managers might have been decided at once in the action brought by Crisp, by pleading a plea in abatement, if the Trustees really wished to have it speedily settled

In these remarks no offensive epithet has been used, and every coloured or exaggerated statement has been carefully avoided; the case needs no such aids; the facts speak for themselves, and are such as, it is confidently believed, cannot lead to two different conclusions in the minds of any two men of good sense and good feeling.

28*th May*, 1838.

NORMAN AND SKEEN, PRINTERS, MAIDEN LANE, COVENT GARDEN.

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